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LSI Corporation and Avago Technologies U.S. Inc.

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12
13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**
15

16 SPECTRA LICENSING GROUP, LLC, a)
California corporation,)

17 Plaintiff,)

18 vs.)

19 LSI CORPORATION, a Delaware)
20 corporation; and AVAGO)
21 TECHNOLOGIES U.S. INC. a Delaware)
corporation,)

22 Defendants.)

Case No. 3:16-CV-00899-DMS-MDD

**DEFENDANT LSI
CORPORATION'S ANSWER AND
COUNTERCLAIMS TO AMENDED
COMPLAINT FOR PATENT
INFRINGEMENT**

Complaint Filed: April 14, 2016

1 Defendant LSI Corporation (“LSI”) hereby responds to plaintiff Spectra
2 Licensing Group LLC’s (“SPECTRA”) Amended Complaint for Patent Infringement
3 (Doc. 16, “Amended Complaint”) as follows:

4 **THE PARTIES AND THEIR OWNERSHIP**

5 1. Defendant LSI lacks information sufficient to form a belief as to the truth
6 of the allegations contained in Paragraph 1 of the Amended Complaint, and on that
7 basis denies them.

8 2. Defendant LSI admits that LSI is a corporation organized under the laws
9 of the State of Delaware, with offices located at 1320 Ridder Park Drive, San Jose,
10 California 95131, and admits that LSI is registered with the California Secretary of
11 State under entity number C1590746.

12 3. Defendant LSI admits that Avago Technologies U.S. Inc. (“AVAGO”) is
13 a corporation organized under the laws of the State of Delaware, with offices located
14 at 1320 Ridder Park Drive, San Jose, California 95131, and admits that AVAGO is
15 registered with the California Secretary of State under entity number C2800429.

16 4. Defendant LSI admits that Broadcom Ltd. is not a defendant in this
17 action, as the Amended Complaint states no claim against Broadcom Ltd. Plaintiff’s
18 use of the term “BROADCOM” is ambiguous. LSI denies that “BROADCOM” was
19 previously known as Avago Technologies Limited. As to other allegations contained
20 in Paragraph 4 of the Amended Complaint, and except as expressly admitted, LSI
21 lacks information sufficient to form a belief as to their truth, and on that basis denies
22 them.

23 5. Defendant LSI admits that LSI was acquired by Avago Technologies
24 Ltd., and admits that it is a wholly owned, indirect subsidiary of Broadcom Limited.
25 Except as expressly admitted, LSI denies each and every allegation of Paragraph 5 of
26 the Amended Complaint.

27 6. Defendant LSI admits that AVAGO is a wholly owned indirect
28 subsidiary of Broadcom Limited. Except as expressly admitted, LSI denies each and

every allegation of Paragraph 6 of the Amended Complaint.

7. Defendant LSI admits that Broadcom Limited is a holding company that does not engage in any sales, use, or product development activities with regard to read channel devices for use in hard-disk drives. Except as expressly admitted, LSI denies each and every allegation of Paragraph 7 of the Amended Complaint.

JURISDICTION AND VENUE

8. Defendant LSI admits that this is an action for patent infringement and does not contest subject matter jurisdiction.

9. Defendant LSI does not contest personal jurisdiction in this district. To the extent the remaining allegations and legal conclusions in Paragraph 9 of the Amended Complaint require a response: Denied.

10. Defendant LSI does not contest that venue may be proper in this district; however, LSI avers that venue would be more convenient in the Northern District of California. Except as so admitted and averred, LSI denies the remaining allegations and legal conclusions in Paragraph 10 of the Amended Complaint.

PATENT-IN-SUIT

11. Defendant LSI lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Amended Complaint, and on that basis denies them.

12. Defendant LSI admits that U.S. Patent No. 6,108,388 (“the ’388 patent”) is titled “Iterative-Structure Digital Signal Reception Device, and Module and Method Therefor,” and admits that it is attached, along with a Certificate of Correction, to the Amended Complaint. Except as expressly admitted herein, each and every allegation of Paragraph 12 of the Amended Complaint is denied.

13. Defendant LSI denies the allegations contained in Paragraph 13 of the Amended Complaint.

14. Defendant LSI lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Amended Complaint, and on that

1 basis denies them.

2 BACKGROUND

3 Turbo Equalization and Iterative Detection

4 15. Defendant LSI lacks information sufficient to form a belief as to the truth
5 of the allegations contained in Paragraph 15 of the Amended Complaint, and on that
6 basis denies them.

7 16. Defendant LSI lacks information sufficient to form a belief as to the truth
8 of the allegations contained in Paragraph 16 of the Amended Complaint, and on that
9 basis denies them.

10 17. Defendant LSI lacks information sufficient to form a belief as to the truth
11 of the allegations contained in Paragraph 17 of the Amended Complaint, and on that
12 basis denies them.

13 18. Defendant LSI lacks information sufficient to form a belief as to the truth
14 of the allegation contained in Paragraph 18 of the Amended Complaint, and on that
15 basis denies it.

16 19. Defendant LSI lacks information sufficient to form a belief as to the truth
17 of the allegation contained in Paragraph 19 of the Amended Complaint, and on that
18 basis denies it.

19 20. Defendant LSI lacks information sufficient to form a belief as to the truth
20 of the allegation contained in Paragraph 20 of the Amended Complaint, and on that
21 basis denies it.

22 21. Defendant LSI lacks information sufficient to form a belief as to the truth
23 of the allegation contained in Paragraph 21 of the Amended Complaint, and on that
24 basis denies it.

25 22. Defendant LSI lacks information sufficient to form a belief as to the truth
26 of the allegation contained in Paragraph 22 of the Amended Complaint, and on that
27 basis denies it.

28 23. Defendant LSI admits that a paper purportedly authored by C. Douillard,

1 A. Picart, M. Jézéquel, P. Dither, C. Berrou, and A. Glavieux, titled “Iterative
2 correction of intersymbol interference: Turbo-equalization,” (Eur. Trans. Commun.,
3 vol. 6, pp. 507-511, September-October 1995) was incorporated by reference at col. 7,
4 lines 11-20 in U.S. Patent No. 8,291,299 (“the ’299 patent”). Defendant LSI also
5 admits that the title, named inventors, and stated assignment to LSI Corporation
6 appearing on the face of the ’299 patent are correctly stated. Defendant LSI further
7 admits that the ’299 patent incorporated by reference a paper purportedly authored by
8 Yeap and others, titled “Comparative Study of Turbo Equalization Schemes using
9 Convolutional, Convolutional Turbo, and Block-Turbo Codes,” (IEEE Transactions
10 on Wireless Communications, 1 (2) pp. 266-273). Except as expressly admitted
11 herein, each and every allegation in Paragraph 23 of the Amended Complaint is
12 denied.

13 24. Defendant LSI lacks information sufficient to form a belief as to the truth
14 of the allegations contained in Paragraph 24 of the Amended Complaint, and on that
15 basis denies them.

16 25. Defendant LSI denies the allegations in Paragraph 25 of the Amended
17 Complaint.

18 26. Defendant LSI denies the allegations in Paragraph 26 of the Amended
19 Complaint.

20 27. Defendant LSI denies the allegations in Paragraph 27 of the Amended
21 Complaint.

22 28. Defendant LSI denies the allegations in Paragraph 28 of the Amended
23 Complaint.

24 **The LSI TrueStore RCSI00/5200 Product**

25 29. Defendant LSI admits that the document attached as Exhibit G to the
26 Amended Complaint is an LSI document. Except as expressly admitted herein, LSI
27 denies the allegations of Paragraph 29 of the Amended Complaint.

28 30. Defendant LSI admits that the document attached as Exhibit G to the

1 Amended Complaint is an LSI document. Except as expressly admitted herein, LSI
2 denies the allegations of Paragraph 30 of the Amended Complaint.

3 31. Defendant LSI admits that the document attached as Exhibit G to the
4 Amended Complaint is an LSI document. Except as expressly admitted herein, LSI
5 denies the allegations of Paragraph 31 of the Amended Complaint.

6 32. Defendant LSI admits that the document attached as Exhibit G to the
7 Amended Complaint purportedly includes Section 14.1 of a “TrueStore RC5100/5200
8 Series Spyder Read Channel Product Specification – Seagate,” dated February 2013,
9 titled “Iterative Decoding Overview,” and admits that the document speaks for itself.
10 Except as expressly admitted herein, each and every allegation of Paragraph 32 of the
11 Amended Complaint is denied.

12 33. Defendant LSI admits that the document attached as Exhibit G to the
13 Amended Complaint purportedly includes Figure 139 of a “TrueStore RC5100/5200
14 Series Spyder Read Channel Product Specification – Seagate,” dated February 2013,
15 and admits that the document speaks for itself. Defendant LSI lacks information
16 sufficient to form a belief as to the truth of the remaining allegations contained in
17 Paragraph 33 of the Amended Complaint, and on that basis denies them.

18 34. Defendant LSI admits that “LDPC” stands for “low density parity
19 check.” Except as expressly admitted, LSI lacks information sufficient to form a
20 belief as to the truth of the allegations and legal conclusions contained in Paragraph 34
21 of the Amended Complaint, and on that basis denies them.

22 **Infringement Analysis of the TrueStore 5x00 Series**

23 35. Defendant LSI admits that Claim 9 of the ‘388 patent is subject to a
24 Certificate of Correction, the content of which speaks for itself. To the extent
25 Paragraph 35 of the Amended Complaint contains any other allegations or legal
26 conclusions requiring a response, those allegations and legal conclusions are denied.

27 36. Defendant LSI lacks information sufficient to form a belief as to the truth
28 of the allegations contained in Paragraph 36 of the Amended Complaint, and on that

basis denies them.

37. Defendant LSI denies the allegations of Paragraph 37 of the Amended Complaint.

38. Defendant LSI denies the allegations of Paragraph 38 of the Amended Complaint.

39. Defendant LSI denies the allegations of Paragraph 39 of the Amended Complaint.

40. Defendant LSI denies the allegations of Paragraph 40 of the Amended Complaint.

41. Defendant LSI denies the allegations of Paragraph 41 of the Amended Complaint.

42. Defendant LSI denies the allegations of Paragraph 42 of the Amended Complaint.

43. Defendant LSI denies the allegations of Paragraph 43 of the Amended Complaint.

44. Defendant LSI denies the allegations of Paragraph 44 of the Amended Complaint.

45. Defendant LSI denies the allegations of Paragraph 45 of the Amended Complaint.

46. Defendant LSI denies the allegations of Paragraph 46 of the Amended Complaint.

The TrueStore Product Line

47. Defendant LSI lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Amended Complaint, and on that basis denies them.

48. Defendant LSI lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of the Amended Complaint, and on that basis denies them.

1 49. Defendant LSI admits that the document attached to the Amended
2 Complaint as Exhibit I purports to be a “TrueStore RC9500/RC9501 Read Channel
3 General Information Product Specification” dated January 2010 and labeled as an
4 “Advance Copy, version 0.25.” Except as expressly admitted herein, each and every
5 allegation of Paragraph 49 of the Amended Complaint is denied.

6 50. Defendant LSI admits that the document attached to the Amended
7 Complaint as Exhibit I purports to be a “TrueStore RC9500/RC9501 Read Channel
8 General Information Product Specification” and lists a “revision history” spanning
9 from April 2009 to January 2010. Except as expressly admitted herein, each and
10 every allegation of Paragraph 50 of the Amended Complaint is denied.

11 51. Defendant LSI admits that the document attached to the Amended
12 Complaint as Exhibit J purports to be a www.prnewswire.com report describing
13 “TrueStore SC9500, a 40-nanometer application specific standard product (ASSP)
14 system-on-a-chip (SoC) for the notebook and desktop hard disk drive (HDD) market
15 segments.” Except as expressly admitted herein, each and every allegation of
16 Paragraph 51 of the Amended Complaint is denied.

17 52. Defendant LSI admits that the document attached to the Amended
18 Complaint as Exhibit J speaks for itself. To the extent any other factual allegations or
19 legal conclusions of Paragraph 52 of the Amended Complaint require a response,
20 Defendant LSI lacks information sufficient to form a belief as to their truth, and on
21 that basis denies them.

22 53. Defendant LSI denies the allegations of Paragraph 53 of the Amended
23 Complaint.

24 54. Defendant LSI lacks information sufficient to form a belief as to the truth
25 of the allegations of Paragraph 54 of the Amended Complaint, and on that basis denies
26 them.

27 55. Defendant LSI admits that products containing the Accused Products (as
28 defined in the Amended Complaint) are sold to consumers in the Southern District of

1 California. To the extent Paragraph 55 of the Amended Complaint includes any other
2 allegations, LSI denies them.

3 56. Defendant LSI lacks information sufficient to form a belief as to the truth
4 of the allegation of Paragraph 56 of the Amended Complaint, and on that basis denies
5 it.

6 57. Defendant LSI denies the allegations of Paragraph 57 of the Amended
7 Complaint.

8 58. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 58 of the Amended Complaint, and on that basis denies
10 them.

11 59. Defendant LSI lacks information sufficient to form a belief as to the truth
12 of the allegations of Paragraph 59 of the Amended Complaint, and on that basis denies
13 them.

14 **Read Channel Product Sales Cycle**

15 60. Defendant LSI lacks information sufficient to form a belief as to the truth
16 of the allegations of Paragraph 60 of the Amended Complaint, and on that basis denies
17 them.

18 61. Defendant LSI lacks information sufficient to form a belief as to the truth
19 of the allegations of Paragraph 61 of the Amended Complaint, and on that basis denies
20 them.

21 62. Defendant LSI denies the allegations of Paragraph 62 of the Amended
22 Complaint.

23 63. Defendant LSI denies the allegations of Paragraph 63 of the Amended
24 Complaint.

25 64. Defendant LSI denies the allegations of Paragraph 64 of the Amended
26 Complaint.

27 65. Defendant LSI lacks information sufficient to form a belief as to the truth
28 of the allegations of Paragraph 65 of the Amended Complaint, and on that basis denies

1 them.

2 66. Defendant LSI denies the allegations of Paragraph 66 of the Amended
3 Complaint.

4 67. Defendant LSI admits that Avago Technologies Ltd. acquired LSI.
5 Except as expressly admitted, LSI denies each and every allegation of Paragraph 67 of
6 the Amended Complaint.

7 68. Defendant LSI admits that beginning March 8, 2015, AVAGO has
8 handled the U.S. sale and distribution of LSI-label products. Except as expressly
9 admitted herein, Defendant LSI lacks information sufficient to form a belief as to the
10 truth of the other allegations of Paragraph 68 of the Amended Complaint, and on that
11 basis denies them.

12 69. Defendant LSI admits that after Avago Technologies Ltd. acquired LSI,
13 some of LSI's responsibilities and businesses have been folded into the
14 responsibilities and business of AVAGO. Except as expressly admitted herein,
15 Defendant LSI denies each and every allegation of Paragraph 69 of the Amended
16 Complaint.

17 70. Defendant LSI denies that AVAGO has repeatedly performed all of the
18 steps of the '388 patent within the United States and California. With respect to all
19 other allegations of Paragraph 70 of the Amended Complaint, Defendant LSI lacks
20 information sufficient to form a belief as to their truth, and on that basis denies them.

21 71. Defendant LSI denies that AVAGO has infringed the '388 patent.
22 Defendant LSI denies that AVAGO's acts have caused damage to SPECTRA.
23 Defendant LSI denies that LSI has infringed the '388 patent. Defendant LSI denies
24 that LSI's acts have caused damage to SPECTRA. As to all other factual allegations
25 contained in Paragraph 71 of the Amended Complaint, Defendant LSI lacks
26 information sufficient to form a belief as to their truth, and on that basis denies them.
27 To the extent the legal conclusions of Paragraph 71 require a response, those
28 allegations and legal conclusions are denied.

1 72. Defendant LSI admits that the document attached as Exhibit L to the
2 Amended Complaint speaks for itself. With respect to other factual allegations of
3 Paragraph 72 of the Amended Complaint, Defendant LSI lacks information sufficient
4 to form a belief as to their truth, and on that basis denies them. It is unclear what
5 SPECTRA means by “[t]his assumption of ownership of the TrueStore read channel
6 product line.” To the extent the legal conclusions of Paragraph 72 require a response,
7 those legal conclusions are denied.

8 73. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 73 of the Amended Complaint, and on that basis denies
10 them.

11 74. Defendant LSI denies infringement. With respect to other factual
12 allegations of Paragraph 74 of the Amended Complaint, Defendant LSI lacks
13 information sufficient to form a belief as to their truth, and on that basis denies them.
14 To the extent the legal conclusions of Paragraph 74 require a response, those legal
15 conclusions re denied.

16 75. Defendant LSI denies the allegations of Paragraph 75 of the Amended
17 Complaint.

18 76. Defendant LSI lacks information sufficient to form a belief as to the truth
19 of the allegations of Paragraph 76 of the Amended Complaint, and on that basis denies
20 them.

21 77. Defendant LSI lacks information sufficient to form a belief as to the truth
22 of the allegations of Paragraph 77 of the Amended Complaint, and on that basis denies
23 them

24 78. Defendant LSI admits that the document attached as Exhibit N speaks for
25 itself. Except as expressly admitted herein, Defendant LSI lacks information
26 sufficient to form a belief as to the truth of the other allegations of Paragraph 78 of the
27 Amended Complaint, and on that basis denies them.

28 79. Defendant LSI admits that the document attached as Exhibit N speaks for

1 itself. Except as expressly admitted herein, Defendant LSI lacks information
2 sufficient to form a belief as to the truth of the allegations of Paragraph 79 of the
3 Amended Complaint, and on that basis denies them.

4 80. Defendant LSI denies infringement. As to the other allegations of
5 Paragraph 80 of the Amended Complaint, Defendant LSI lacks information sufficient
6 to form a belief as to the truth of the allegations of Paragraph 80, and on that basis
7 denies them.

8 81. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 81 of the Amended Complaint, and on that basis denies
10 them.

11 82. Defendant LSI admits that the document attached as Exhibit N speaks for
12 itself. Except as expressly admitted herein, Defendant LSI lacks information
13 sufficient to form a belief as to the truth of the allegations of Paragraph 82 of the
14 Amended Complaint, and on that basis denies them.

15 83. Defendant LSI denies infringement. As to the other allegations of
16 Paragraph 83 of the Amended Complaint, Defendant LSI lacks information sufficient
17 to form a belief as to their truth, and on that basis denies them.

18 84. Defendant LSI admits that “Western Digital Corporation in Irvine” is a
19 customer of AVAGO. Except as expressly admitted, and to the extent any other
20 factual allegations or legal conclusions of Paragraph 84 of the Amended Complaint
21 require a response, Defendant LSI lacks information sufficient to form a belief as to
22 their truth, and on that basis denies them.

23 85. Defendant LSI lacks information sufficient to form a belief as to the truth
24 of the allegations of Paragraph 85 of the Amended Complaint, and on that basis denies
25 them.

26 86. Defendant LSI denies the allegations of Paragraph 86 of the Amended
27 Complaint.

28 87. Defendant LSI denies infringement. As to the other allegations of

1 Paragraph 87 of the Amended Complaint, Defendant LSI lacks information sufficient
2 to form a belief as to their truth, and on that basis denies them.

3 88. Defendant LSI lacks information sufficient to form a belief as to the truth
4 of the allegations of Paragraph 88 of the Amended Complaint, and on that basis denies
5 them.

6 89. Defendant LSI denies the allegations of Paragraph 89 of the Amended
7 Complaint.

8 90. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 90 of the Amended Complaint, and on that basis denies
10 them.

11 91. Defendant LSI denies the allegations of Paragraph 91 of the Amended
12 Complaint.

13 92. Defendant LSI lacks information sufficient to form a belief as to the truth
14 of the other allegations of Paragraph 92 of the Amended Complaint, and on that basis
15 denies them.

16 93. Defendant LSI lacks information sufficient to form a belief as to the truth
17 of the allegations of Paragraph 93 of the Amended Complaint, and on that basis denies
18 them.

19 94. Defendant LSI denies the allegations of Paragraph 94 of the Amended
20 Complaint.

21 95. Defendant LSI denies that Mr. Shaohua Yang is an employee of
22 AVAGO. LSI lacks information sufficient to form a belief as to the truth of the other
23 allegations of Paragraph 95 of the Amended Complaint, and on that basis denies them.

24 96. Defendant LSI denies the allegations of Paragraph 96 of the Amended
25 Complaint.

26 97. Defendant LSI lacks information sufficient to form a belief as to the truth
27 of the allegations of Paragraph 97 of the Amended Complaint, and on that basis denies
28 them.

1 98. Defendant LSI denies the allegations of Paragraph 98 of the Amended
2 Complaint.

3 99. Defendant LSI lacks information sufficient to form a belief as to the truth
4 of the allegations of Paragraph 99 of the Amended Complaint, and on that basis denies
5 them.

6 100. Defendant LSI denies the allegations of Paragraph 100 of the Amended
7 Complaint.

8 101. Defendant LSI denies the allegations of Paragraph 101 of the Amended
9 Complaint.

10 102. Defendant LSI denies infringement. With respect to other allegations of
11 Paragraph 102 of the Amended Complaint, Defendant LSI lacks information sufficient
12 to form a belief as to the truth of the factual allegations and legal conclusions of
13 Paragraph 102, and on that basis denies them.

14 103. Defendant LSI lacks information sufficient to form a belief as to the truth
15 of the allegations of Paragraph 103 of the Amended Complaint, and on that basis
16 denies them.

17 104. Defendant LSI lacks information sufficient to form a belief as to the truth
18 of the allegations of Paragraph 104 of the Amended Complaint, and on that basis
19 denies them.

20 105. Defendant LSI admits that LSI does not currently maintain a separate
21 website. Except as expressly admitted herein, each and every allegation of Paragraph
22 105 of the Amended Complaint is denied.

23 106. Defendant LSI denies that either of the employees named in Paragraph
24 106 of the Amended Complaint were employed by AVAGO. LSI lacks sufficient
25 information and belief as to the remaining allegations of Paragraph 106, and on that
26 basis denies them.

27 107. Defendant LSI admits that certain rights in U.S. Patent No. 8,291,299
28 were assigned to Bank of America, N.A., in February 2016. Except as expressly

1 admitted, to the extent additional factual allegations have been made in Paragraph 107
2 of the Amended Complaint, LSI lacks information sufficient to form a belief as to
3 their truth, and on that basis denies them.

4 108. Defendant LSI denies the allegations of Paragraph 108 of the Amended
5 Complaint.

6 109. Defendant LSI lacks information sufficient to form a belief as to the truth
7 of the factual allegations and legal conclusions of Paragraph 109 of the Amended
8 Complaint, and on that basis denies them.

9 110. Defendant LSI lacks information sufficient to form a belief as to the truth
10 of the factual allegations and legal conclusions of Paragraph 110 of the Amended
11 Complaint, and on that basis denies them.

12 111. Defendant LSI lacks information sufficient to form a belief as to the truth
13 of the factual allegations and legal conclusions of Paragraph 111 of the Amended
14 Complaint, and on that basis denies them.

15 112. Defendant LSI denies the allegations of Paragraph 112 of the Amended
16 Complaint.

17 113. Defendant LSI denies the allegations of Paragraph 113 of the Amended
18 Complaint.

19 114. Defendant LSI denies infringement. Defendant LSI lacks information
20 sufficient to form a belief as to the truth of the other factual allegations and legal
21 conclusions of Paragraph 114 of the Amended Complaint, and on that basis denies
22 them.

23 115. Defendant LSI admits that the document attached as Exhibit P to the
24 Amended Complaint purports to be a presentation prepared by LSI on “LSI
25 Corporation Analyst Day 2010” on March 17, 2010 (the “Analyst Day Presentation”).
26 To the extent there are other allegations in Paragraph 115 of the Amended Complaint,
27 Defendant LSI lacks information sufficient to form a belief as to their truth, and on
28 that basis denies them.

1 116. Defendant LSI denies the allegations of Paragraph 116 of the Amended
2 Complaint.

3 117. Defendant LSI denies the allegations of Paragraph 117 of the Amended
4 Complaint.

5 118. Defendant LSI admits that Seagate Technology (“Seagate”) is a hard disk
6 drive manufacturer. Except as expressly admitted herein, Defendant LSI denies each
7 and every allegation of Paragraph 118 of the Amended Complaint.

8 119. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 119 of the Amended Complaint, and therefore denies
10 them.

11 120. Defendant LSI admits that Western Digital is a hard disk drive
12 manufacturer. Defendant LSI lacks information sufficient to form a belief as to the
13 truth of other allegations of Paragraph 120 of the Amended Complaint, and therefore
14 denies them.

15 121. Defendant LSI lacks information sufficient to form a belief as to the truth
16 of other allegations of Paragraph 121 of the Amended Complaint, and therefore denies
17 them.

18 122. Defendant LSI lacks information sufficient to form a belief as to the truth
19 of the allegations of Paragraph 122 of the Amended Complaint, and therefore denies
20 them.

21 123. Defendant LSI lacks information sufficient to form a belief as to the truth
22 of the allegations of Paragraph 123 of the Amended Complaint, and therefore denies
23 them.

24 124. Defendant LSI lacks information sufficient to form a belief as to the truth
25 of the allegations of Paragraph 124 of the Amended Complaint, and therefore denies
26 them.

27 125. Defendant LSI lacks information sufficient to form a belief as to the truth
28 of the allegations of Paragraph 125 of the Amended Complaint, and therefore denies

1 them.

2 126. Defendant LSI lacks information sufficient to form a belief as to the truth
3 of the allegations of Paragraph 126 of the Amended Complaint, and therefore denies
4 them.

5 127. Defendant LSI lacks information sufficient to form a belief as to the truth
6 of the allegations of Paragraph 127 of the Amended Complaint, and therefore denies
7 them.

8 128. Defendant LSI lacks information sufficient to form a belief as to the truth
9 of the allegations of Paragraph 128 of the Amended Complaint, and therefore denies
10 them.

11 129. Defendant LSI lacks information sufficient to form a belief as to the truth
12 of the allegations of Paragraph 129 of the Amended Complaint, and therefore denies
13 them.

14 130. Defendant LSI lacks information sufficient to form a belief as to the truth
15 of the allegations of Paragraph 130 of the Amended Complaint, and therefore denies
16 them.

17 131. Defendant LSI lacks information sufficient to form a belief as to the truth
18 of the allegations of Paragraph 131 of the Amended Complaint, and therefore denies
19 them.

20 132. Defendant LSI denies the allegations of Paragraph 132 of the Amended
21 Complaint.

22 133. Defendant LSI denies the allegations of Paragraph 133 of the Amended
23 Complaint.

24 **COUNT I**

25 **Infringement of the '388 Patent (Against Both Defendants)**

26 134. Defendant LSI incorporates paragraphs 1 through 133 by reference as if
27 fully stated herein.

28 135. Defendant LSI denies the allegations of Paragraph 135 of the Amended

1 Complaint.

2 136. Defendant LSI denies the allegations of Paragraph 136 of the Amended
3 Complaint.

4 137. Defendant LSI denies the allegations of Paragraph 137 of the Amended
5 Complaint.

6 138. Defendant LSI denies the allegations of Paragraph 138 of the Amended
7 Complaint.

8 139. Defendant LSI denies the allegations of Paragraph 139 of the Amended
9 Complaint.

10 **PRAYER FOR RELIEF**

11 140. Defendant LSI denies that SPECTRA is entitled to any requested relief.
12 To the extent not expressly addressed above, each and every factual allegation in
13 SPECTRA's Prayer for Relief is denied.

14 **DEFENSES**

15 141. Subject to its responses above, and upon information and belief,
16 Defendant LSI alleges and asserts the following defenses in response to the allegations
17 of the Amended Complaint. Regardless of how such defenses are listed herein,
18 Defendant LSI undertakes the burden of proof only as to those defenses that are
19 deemed affirmative defenses as a matter of law. In addition to the defenses described
20 below, Defendant LSI specifically reserves all rights to allege additional defenses
21 pursuant to any Court order or that become known through the course of this action.

22 **First Defense**

23 **(Invalidity)**

24 142. The claims of the '388 Patent are invalid and/or unenforceable under one
25 or more provisions of Title 35, United States Code, including but not limited to 35
26 U.S.C. §§ 101, 102, 103, and/or 112.

Second Defense**(Non-Infringement)**

143. Defendant LSI's actions with respect to the use, sale, or offer for sale of Accused Products or any other accused activity have not directly, jointly, or indirectly infringed, and do not infringe, any properly construed, valid, and/or enforceable claims of the '388 Patent.

Third Defense**(Prosecution History Estoppel)**

144. SPECTRA's claims are barred by the doctrine of prosecution history estoppel based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made during prosecution of the '388 patent and/or any of its foreign counterparts and related patents, including (without limitation) patents incorporated by reference into the '388 patent.

Fourth Defense**(Laches and/or Equitable Estoppel)**

145. SPECTRA's claims for relief are barred by the doctrines of laches and/or equitable estoppel based on at least SPECTRA's unreasonable delay in seeking a Certificate of Correction and in filing suit against Defendant LSI on the '388 patent, years after SPECTRA knew or should have known of the material error in the issued patent. Such unreasonable delay materially prejudiced Defendant LSI. Prior to the issuance of the Certificate of Correction, Defendant LSI was entitled to rely on the scope of the '388 patent claims as originally issued. SPECTRA's claims for relief are further barred, in whole or in part, by the doctrine of equitable estoppel to the extent SPECTRA asserts a theory of claim scope that is inconsistent with its positions on claim construction adjudicated in other litigation involving the '388 patent or related patents.

Fifth Defense**(Damages Limited)**

146. Defendant LSI alleges on information and belief that any claim for damages for patent infringement by SPECTRA is limited by 35 U.S.C. § 287 to only those damages occurring after proper and sufficient notice of infringement of the '388 patent to LSI, and only up until its expiration on February 6, 2016.

Sixth Defense**(Failure to State a Claim)**

147. SPECTRA's Amended Complaint fails to state a claim upon which relief may be granted.

Seventh Defense**(Failure to Mitigate)**

148. SPECTRA's claim for damages is barred, in whole or in part, by its failure to mitigate damages arising from its unreasonable 15-year delay in seeking to correct material errors in the '388 patent's issued claims.

Other Defenses

149. Defendant LSI reserves all defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent Laws of the United States, and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery or further factual investigation in this case.

DEMAND FOR JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38(b), Defendant LSI demands a trial by jury for all issues so triable.

COUNTERCLAIMS

Without waiver of any rights, including the right to seek dismissal of this action, Defendant LSI, by and through its undersigned counsel, alleges the following counterclaims against SPECTRA in accordance with the Federal Rules of Civil Procedure. Defendant LSI incorporates the foregoing responses and defenses as if

1 fully set forth herein.

2 **The Parties**

3 1. Defendant and Counterclaimant LSI is a corporation organized under the
4 laws of the State of Delaware, with offices located at 1320 Ridder Park Drive, San
5 Jose, California 95131, and is registered with the California Secretary of State under
6 entity number C1590746.

7 2. According to the allegations in the Amended Complaint, Plaintiff
8 SPECTRA is a limited liability company organized under the laws of the State of
9 California with a principal place of business at 2907 Shelter Island Drive, Suite 105-
10 279, San Diego, California 92106.

11 **Jurisdiction And Venue**

12 3. According to the allegations in the Amended Complaint, SPECTRA
13 claims certain rights arising under the patent laws of the United States and related to
14 U.S. Patent No. 6,108,388 (“the ’388 patent”).

15 4. Based on SPECTRA’s assertion, and on information and belief,
16 SPECTRA is the sole owner of the ’388 patent.

17 5. This action arises under the patent laws of the United States, 35 U.S.C.
18 §§ 100 *et seq.* and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, based
19 on an actual justiciable controversy between Counterclaimant and SPECTRA. Subject
20 matter jurisdiction over these counterclaims arises under 28 U.S.C. §§ 1331, 1338(a),
21 and 2201.

22 6. SPECTRA has consented to personal jurisdiction for this action in this
23 district by filing the Amended Complaint in this action in this Court.

24 7. To the extent venue of the main action is found to be proper, venue for
25 these counterclaims is also proper in this district pursuant to 28 U.S.C. § 1391(b) and
26 (c).

27 **Factual Background**

28 8. SPECTRA alleges in the Amended Complaint that it owns, by assignment,

1 all right, title and interest in the '388 patent.

2 9. SPECTRA expressly charged Defendant LSI with infringement of the "'388
3 patent by filing the Amended Complaint. LSI has denied those allegations. Thus, for
4 at least these reasons, there exists an actual controversy between the parties regarding
5 these patents.

6 **First Counterclaim**

7 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 6,108,388)**

8 10. Defendant LSI does not infringe and has not infringed, literally or by the
9 doctrine of equivalents, any valid and enforceable claim of the '388 patent, either
10 directly, indirectly, jointly, or in any other manner.

11 **Second Counterclaim**

12 **(Declaratory Judgment of Invalidity of U.S. Patent No. 6,108,388)**

13 11. On information and belief, the asserted claim(s) of the '388 patent is (are)
14 invalid for failure to comply with the conditions and requirements for patentability
15 specified in, but not limited to, 35 U.S.C. §§ 101-103, 111-113, and/or 116 in effect at
16 the time the patent issued.

17 **Third Counterclaim**

18 **(Declaratory Judgment of Unenforceability)**

19 12. On information and belief, the asserted claim(s) of the '388 patent is (are)
20 unenforceable for at least the following reasons (without limitation): the asserted
21 claim(s) of the '388 patent is (are) invalid for failure to comply with the conditions
22 and requirements for patentability specified in, but not limited to, 35 U.S.C. §§ 101-
23 103, 111-113, and/or 116 in effect at the time the patent issued; and the patent expired
24 no later than February 6, 2016.

25 **PRAYER FOR RELIEF**

26 Wherefore, Defendant LSI prays that this Court enter judgment:

27 A. Dismissing the Amended Complaint with prejudice and denying each and
28 every prayer for relief contained therein;

- 1 B. Declaring that none of the asserted claims of the ‘388 patent are directly,
2 jointly, or indirectly infringed by the use, sale or offer for sale of any of
3 LSI’s products, or any other activity attributable to LSI, either literally or
4 under the doctrine of equivalents;
5 C. Declaring that the asserted claims of the ‘388 patent are invalid and/or
6 unenforceable;
7 D. Declaring that this case is “exceptional” within the meaning of 35 U.S.C.
8 § 285, and that all costs and expenses of this action, including reasonable
9 attorneys’ fees, be awarded to LSI; and
10 E. Granting LSI such further relief as this Court may deem necessary, just
11 or proper.

12 **DEMAND FOR JURY TRIAL**

13 In accordance with Federal Rule of Civil Procedure 38(b), LSI demands a trial
14 by jury for all issues so triable.

15
16 Dated: July 22, 2016

WINSTON & STRAWN LLP

17 By: /s/ Constance F. Ramos
18 Constance F. Ramos
19 Attorneys for Defendants
20 LSI Corporation and Avago Technologies
21 U.S. Inc
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CERTIFICATE OF SERVICE

United States District Court for the Southern District of California

Case No. 3:16-CV-0899-DMS-MDD

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111-5840. On the below date, I served the following document:

**DEFENDANT LSI CORPORATION'S ANSWER AND COUNTERCLAIMS
TO AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

☒ by electronically filing the document listed above with the Clerk of the Court via the court's CM/ECF system which then sent a notification and copy of such filing to the parties to this action to as set forth below.

**ADAM GARSON
GAZDZINSKI & ASSOCIATES, PC
750 B STREET, SUITE 1600
SAN DIEGO, CA 92101
EMAIL: ADAM.GARSON@GAZPAT.COM**

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct. Executed this 22nd day of July, 2016 at San Francisco, California.

By: 
Maureen Courtney